

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

FILED
CLERKS OFFICE
2003 DEC 22 P 1:41
U.S. DISTRICT COURT
DISTRICT OF MASS.

**DEPENDABLE MASONRY
CONSTRUCTION COMPANY, INC.**

Plaintiff,

v.

GILBANE BUILDING COMPANY,

Defendant.

GILBANE BUILDING COMPANY,

Plaintiff-in-Counterclaim,

v.

**DEPENDABLE MASONRY
CONSTRUCTION COMPANY, INC.
and HARTFORD CASUALTY
INSURANCE COMPANY,**

Defendants-in-Counterclaim.

RECEIPT # 52673
AMOUNT \$ 150
SUMMONS ISSUED —
LOCAL RULE 4.1 —
WAIVER FORM —
MCF ISSUED —
BY DPTY. CLK. 12
DATE 12-22-03

CIVIL ACTION NO. _____

03 12583 GAO

NOTICE OF REMOVAL PURSUANT TO 28 U.S.C. §§1441(a)-(b) and 1446

The defendant-in-counterclaim, Hartford Casualty Insurance Company ("Hartford"), hereby files this Notice of Removal relative to the above referenced matter. In support of this Notice, Hartford states as follows:

The plaintiff, Dependable Masonry Construction Company, Inc. ("Dependable"), commenced this lawsuit against Gilbane, Inc. in the Massachusetts Superior Court (Middlesex County") on September 29, 2003. Dependable thereafter filed is First Amended Complaint

(against Gilbane Building Company (“Gilbane”)) on October 23, 2003. A true and accurate copy of Dependable’s First Amended Complaint is attached hereto as Exhibit A.

On December 1, 2003, Gilbane filed its Answer to the First Amended Complaint and Counterclaim. Gilbane’s counterclaim asserts claims against Dependable and Hartford Casualty Insurance Company (“Hartford”). A true and accurate copy of Gilbane’s Answer to the First Amended Complaint and Counterclaim is attached hereto as Exhibit B. Hartford received notice of this action on December 5, 2003.

The plaintiff, Dependable, is a Massachusetts corporation with a principal place of business in Massachusetts. The defendant/plaintiff-in-counterclaim, Gilbane, is a Rhode Island corporation with a principal place of business in Rhode Island. The defendant-in-counterclaim, Hartford, is an Indiana corporation with a principal place of business in Connecticut.

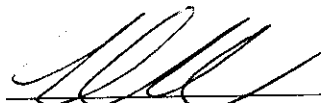
According to the First Amended Complaint, Dependable demands judgment against Gilbane for \$180,240.14, plus interest and costs. Therefore, the amount in controversy is in excess of \$75,000, exclusive of interest and costs. Accordingly, this Court has jurisdiction over this civil action based upon diversity of citizenship and the amount in controversy, see 28 U.S.C. §1332, and Hartford is entitled to remove the case to this Court pursuant to 28 U.S.C. §1441.

WHEREFORE, Hartford Casualty Insurance Company hereby removes this action to the United States District Court for the District of Massachusetts (Eastern Division) pursuant to the governing statutes.

Respectfully submitted,

**HARTFORD CASUALTY INSURANCE
COMPANY,**

By its attorneys,



Bradford R. Carver, BBO No. 565396
CETRULO & CAPONE LLP
Two Seaport Lane, 10th Floor
Boston, MA 02210
(617) 217-5500

Dated: December 19, 2003

CERTIFICATE OF SERVICE

I, Bradford R. Carver, hereby certify that the foregoing was served via first class mail, postage prepaid, this 19th day of December, 2003, upon the following:

John W. DiNicola II, Esq.
Holland & Knight
10 St. James Avenue
Boston, MA 02116

David E. Wilson, Esq.
Corwin & Corwin LLP
One Washington Mall
Boston, MA 02108



Bradford R. Carver, BBO #565396